

William G Proefriedt

William G Prophy LLC
DBA WGP Contracting Inc.

Via : Certified regular mail
return receipt

February 9, 2019

Hon. Judge Seybert
U.S. District Judge
100 Federal Plaza
Central Islip, NY 11722

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ FEB 13 2019 ★

LONG ISLAND OFFICE

Re:Flanagan,et al v. William G. Prophy LLC et al
2:18-cv01303-JS-AKT

RECEIVED

FEB 12 2019

Dear Honorable Judge Seybert:

EDNY PRO SE OFFICE

This letter is in response to William T. Lavelle and Stephen Flanagan of Local 66 filing and amending of complaints.

On Monday February 11, 2019 at 2:00 pm we have a hearing scheduled before Judge Seybert at this time Mr. Pulis of Scott Mishkin law firm will withdraw as attorney of record.

As defendant in this matter we seek a motion of disposition based on several factors.

Defendants seek to file a monetary damage complaint due and owing as a result of the complaints filed by William Lavelle, Stephen Flanagan, and Local 66.

United States District Court
Eastern District of New York

2:18-cv-01303-JS-AKT

William G Prophy LLC
dba WGP Contracting inc.
William G Proefriedt

Plaintiffs

-Against-

William T Lavelle, Lavelle Law Firm and Associates
Stephen Flanagan, as a Trustee of the General Building Laborers' Local 66 Vacation Fund Stephen Flanagan as a Trustee of the General Building Laborers' Local 66 Welfare Fund; Stephen Flanagan, as a Trustee of the General Building Laborers' Local 66 Pension Fund; Stephen Flanagan as a Trustee of the General Building Laborers' Local 66 Annuity Fund; Stephen Flanagan as a Trustee of the General Building Laborers' Local 66 Laborers' Employer Cooperative and Educational Trust Fund; Stephen Flanagan as a Trustee of the General Building Laborers' Local 66 Greater NY Laborers' Employer Cooperative and Educational Trust Fund; Stephen Flanagan as a Trustee of the General Building Laborers' Local 66 Training Program; Stephen Flanagan as a Trustee of the General Building Laborers' Local 66 New York State Health and Safety Fund; Stephen Flanagan, as a Business Manager of GeneralBuilding Laborers' Local Union No. 66 of the Laborers' International Union of North America, AFL-CIO

Defendants.

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In this action we seek a disposition of the matter in all respects by the United States District Court Eastern District of New York.

William G Proefriedt, William G Prophy LLC WGP Contracting Inc. allege as follows:

1. The collective bargaining agreement is in effect for the Sagtikos Manor job site only.
2. This action is a result of an agreement signed by David Malico of local 66. a copy of the agreement is attached. In this agreement with Local 66 it is clearly stated the agreement is for 1 project only.
3. In this agreement with Local 66 signed by David Malico it specifically states the agreement is for duration of the project at Sagtikos Manor.
4. In this agreement with Local 66 signed by David Malico the agreement also states Local 66 will dispatch apprentices to WGP Contracting Inc. for the purpose of employment at the Sagtikos Manor job site Only.
5. As a part of this action we seek reasonable Attorney fees and costs of action.
6. There are also damages we sustained to due a failure of local 66 to perform and provide apprentices for the 1 project our agreement was in effect for at Sagtikos Manor job site.

7. William G. Proefriedt is also seeking damages resulting from this action, due to loss in wages, time, and illness caused by this unrest.

- Jurisdiction and Venue-

The jurisdiction of this Court is involved under the following statutes:

- a) United States v Enmons no 71-1193
- b) Section 301 Taft Hartley Act
- c) Hobbs-Act Fear of Economic Harm 410 U.S.396,400
- d) venue properly lies in this district under the section 301 of the Taft - Hartley Act

8. This action by Local 66 has no merit the collective bargaining agreement they are trying to manipulate was for 1 PROJECT ONLY as stated on the agreement, signed by David Malico 5/5/15

9. The only reason we entered into this agreement was to fulfill a contract requirement for the Sagtikos Project .

10. Local 66 failure to provide apprentices as stated in the agreement caused us to pay full wages resulting a monetary damage.

11. Agreement was recinded upon non performance by local 66

12. New York State Department of Labor in Patchogue has determined that our work requires highly skilled workers and laborers' from local 66 are not acceptable to fulfill these requirements

13. Based on our experience provided we feel this is an attempt at extortion the contracts that include these apprenticeship requirements can become extortion traps. Hobbs-Act wrongful use clause,... 18U.S.C.1951(b)(2)

14. This Agreement we entered into with local 66 for 1 project was breeched by local 66 when they did not dispatch apprentices to the Sagtikos Manor job site.

15. Labor Racketeering or using the union to collect funds with no benefit to any of the employees of William G Prophy LLC , WGP Contracting Inc.... This applies to all funds listed to include Stephen Flanagan. (office of Inspector General)

Remedies for this action

15. re- recind all agreement and actions caused by and with local 66 and all entities associated or named above, as per 5/5/15 letter

16. Make whole William G Proefriedt , William G Prophy LLC, WGP Contracting Inc. for all legal fees, costs and of action and loss of wages plus reasonable interest.

-Claim For Relief-

17. William G Proefriedt repeats and realleges each and every allegation set forth in items 1 through 16.

18. As a result of a faulty approach by counsel Scott Mishkin and independent audit of William G Prophy LLC and WGP Contracting Inc. Local 66 ran up accounting and legal fees. The reasoning for this audit is questionable since the agreement with Local 66 was for 1 project only , and they failed to provide labor.

19. We have every reason to believe as mentioned in section 301 of Taft - Hartly we have every right to seek monetary damages from Local 66 for failure to comply with the terms of the 1 project agreement.

20. I have personally been under attack local 66 has shown up on other job sites besides the Sagtikos Manor Site claiming a right to the work. NYS Department of labor determined the work is not local 66 work, it is Heavy Highway work.

21. Local 66 Delegate intimidated workers and created fear and slowed up and stopped work activity, a Hobbs -Act Violation.

22. Local 66 and all its funds be individually fined \$10,000.00 for violations to the Hobbs -Act as defined in 18 U.S.C. 1951

23. Local 66 is using this venue to exact a payment from William G Prophy LLC WGP Contracting Inc, and William G Proefriedt , for fictitious services this is a violation of the Hobbs -Act (410.U.S. 396,401)

24. Local 66 and all its funds have no legitimate claim

25. The expenses of this action ; economic harm; have been actually borne by William G Proefriedt.

26. Accordingly this action should permanently enjoin Local 66 and its entities from any and all other actions against William G Proefriedt, William G Prophy LLC ,WGP Contracting Inc.

Wherefore , William G Proefriedt, William G Prophy LLC, WGP Contracting Inc. demand judgement against Local 66 , Stephen Flanagan, and William Lavelle.

- 1. ERISA does not apply to this case. A permanent injunction should be issued as a resolution.**
- 2. \$100,000.00 in fines against Stephen Flanagan and his funds at \$10,000.00 each for a total of 10 funds listed in his complaint and amended complaint.**
- 3. All fees and interest as required.**
- 4. Attorney's fees, audit costs, and costs incurred in this action.**
- 5. Loss of wages , time , and declining health issues caused by this action.**
- 6. For such other legal and equitable relief as the Court deems appropriate.**

Dated : West Babylon , NY
February 9, 2019

William G Proefriedt



50-2018-10303-0001-F-008

General Building Laborers' Local Union No. 66

JOINT APPRENTICESHIP TRAINING COMMITTEE

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ANTONIO FERREIRA
THOMAS KOEHLER
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DAWN ZANCHELL



May 5, 2015

Suffolk County DPW/ Capital Project No. 7164

Re: Sagtikos Manor, Montauk Highway in Bay Shore, NY
*****FOR THIS PROJECT ONLY*****

To Whom It May Concern:

WGP Contracting, Inc., whose mailing address is 54 Penataquit Ave. Bay Shore, NY 11706, is currently signatory to a collective bargaining agreement with General Building Laborers' Local No. 66 of 1600 Walt Whitman Rd. Melville NY 11747. Said agreement is currently in effect for the Sagtikos Manor jobsite on Montauk Highway in Bay Shore, NY.

WGP Contracting, Inc. must remain in good standing according to the collective bargaining agreement **VALID FOR THE DURATION OF THIS PROJECT OR UNTIL JUNE 30, 2018**, whichever is first. A new letter of participation with our apprenticeship program can be requested after that date.

As a result, WGP Contracting, Inc. is a participant in the General Building Laborers' Local No. 66 Apprenticeship Program registered with the NY State Department of Labor and therefore entitled to have Local No. 66 NY State registered Construction Craft Laborer apprentices dispatched to the company for the purpose of employment for the Sagtikos Manor jobsite ONLY, in Bay Shore, NY for the Suffolk County DPW until that date.

Please contact our office if validation of this letter is needed. Our letters are job specific.

Respectfully,

David Malico

David Malico

Gen. Bldg. Laborers' Local #66

JATC